Am. St. Rep. 858; *Gilchrist* v. *Schmidling* (1873), 12 Kan. 263; *Mayor* v. *Lanham* (1881), 67 Ga. 735; *Campau* v. *Langley* (1878), 39 Mich. 451, 33 Am. Rep. 414. The principal case is decided upon the recognized distinction that such a sale for the purpose of satisfying private damages would amount to a deprivation of property without due process of law. COOLEY, CONS. LIM. 445; *Rockwell* v. *Nearing* (1866), 35 N. Y. 302; *Armstrong* v. *Traylor* (1895), 87 Tex. 598, 30 S. W. 440; *Bullock* v. *Geomble* (1867), 45 Ill. 218. Holding that in all cases there must be an opportunity for judicial investigation, see *Varden* v. *Mount* (1879), 78 Ky. 86, 39 Am. R. 208; *Donovan* v. *Vicksburg* (1855), 29 Miss. 247, 64 Am. Dec. 143.

CONTRACT—PUBLIC POLICY—GENERAL RESTRAINT OF TRADE.—Defendant sold his business and good-will to plaintiff, and covenanted never again to engage in the same line of business in any part of the United States. Bill in equity to restrain a breach of this covenant. *Held*, on demurrer, that the contract was valid and enforceable. *National Enameling & Stamping Co.* v. *Haberman* (1903), 120 Fed. Rep. 415.

This conclusion was reached, though the contract was admitted to be in general restraint of trade. The court assumes the premise that under the enlarged commercial conditions of the country the covenant is reasonable, and thus eliminates the question chiefly discussed in the cases on the subject. *Mitchel* v. *Reynolds* (1 P. Wms. 181) and note; 1 Smith's Leading Cases, 5th Am. ed. p. 515. The modern cases seem to leave little room for the operation of the old doctrine of the invalidity of contracts in restraint of trade, as laid down in *Mitchel* v. *Reynolds*, *supra; Alger* v. *Thacher*, 19 Pick. 51, and the older authorities. See *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. Rep. 419, 60 Am. Rep. 464; *Nordenfelt* v. *Maxim, etc. Gun Co.*, L. R. (1894), A. C. 535. The interest of the public in the defeat of these contracts, is, however, still given much weight in some jurisdictions. *Consumer's Oil Co.* v. *Nunanemaker*, 142 Ind. 560, 41 N. E. 1048, 51 Am. St. Rep. 193; *Gamewell Tel. Co.* v. *Crane*, 160 Mass. 50, 35 N. E. Rep. 98, 22 L. R. A. 673. The matter is regulated by statute in some states. Code of Georgia, sec. 2750; California Civil Code, sec. 1673. The California code commissioners, in their note to a strict provision on the subject, remark that, "Contracts in restraint of trade have been allowed by modern decisions to a very dangerous extent."

CONTRACT—VALIDITY—RELEASE OF EMPLOYER FROM LIABILITY TO NEXT OF KIN FOR INJURY TO EMPLOYEE.—Plaintiff's minor son was killed while in the employ of defendant railway company. In an action by the father for the loss of his son's services defendant put in evidence a written contract whereby, in consideration of the employment, plaintiff had released the company from all liability to him for any injury which the son might sustain while so employed, The statutes of the state declared that such contracts as the above, *between employer and employee* should be deemed null and void as against public policy. Also that, any act of negligence in connection with railway employment whereby serious injury, *but not death*, resulted to another, should be deemed criminal negligence. *Held*, that the contract was valid and a bar to the action. *New* v. *Southern Ry. Co.* (1902), — Ga. —, 42 S. E. Rep. 391, 59 L. R. A. 115.

Cook v. *Western & A. Ry. Co.*, 72 Ga. 48, was overruled as having been decided upon an erroneous interpretation of the statute concerning criminal negligence. In the recent case of *Tarbell* v. *Rutland Ry. Co.*, 73 Vt. 347, 51 Atl. 6, 56 L. R. A. 656, the supreme court of Vermont passed upon similar questions